

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

JAMES S. OLIN

PLAINTIFF

VS.

CIVIL ACTION NO.: 1:16CV34-LG-RHW

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

EXHIBIT "A" TO SUBPOENA DUCES TECUM TO WHITEHEAD

1. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC. and their personal guaranty(s).

2. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from counsel for James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC. and their personal guaranty(s).

3. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. or their counsel relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

4. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr., relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

5. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting actions taken after the discharge of Luther, Collier, Hodges & Cash, LLP, as counsel for James Olin to have the default judgment set aside or to set the motion to set aside default judgment for hearing.

6. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which

information can be obtained) between you and Mark Donnell relative to the representation of James Olin.

7. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and Hayes Johnson relative to the representation of James Olin.

8. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents(including electronically stored information stored in any medium from which information can be obtained) relating to the enforcement of the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC.

9. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

10. All communications, correspondence, memos, e-mails, tests, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and any other person or entity (other than your client) regarding the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

11. All documents, (including electronically stored information stored in any medium from which information can be obtained) reflecting any defense to the action filed against James S. Olin, John G. McNeil and/or John A. McNeil, Jr. in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. on their personal guaranty(s).

12. All communications, correspondence, memos, e-mails, texts, or other written communication or documents, (including electronically stored information stored in any medium from which information can be obtained) regarding the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr.

13. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to the failure to repay the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr.

14. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to efforts by BancorpSouth to collect the judgment obtained in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

15. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to payment, in whole or in part, of the amounts sought in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

16. All documents, including settlement agreements, memorandum of understanding, releases, covenants not to sue, settlement check, or similar documents reflecting the settlement between BancorpSouth of the claims asserted against James S. Olin, John G. McNeil and/or John A. McNeil, Jr. in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

17. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences that James S. Olin, John G. McNeil and/or John A. McNeil, Jr. could have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

18. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences efforts by James Olin to have the default judgment set aside in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.